ATTACHMENUT E

	37 (Marcon Control of Marcon Access)
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature Agent Addressee  B. Received by (Printed Name)  C. Date of Delivery
1. Article Addressed to:  Wells fuzot ome Morfug  Co Bov 10335  Des Moives la 50306	D. Is delivery address different from item 1?  Yes If YES. enter delivery address delow:  No
9590 9402 1218 5246 1974 48  2. Article Number (Transfer from service label) 7014 1200 0000 0585 448	3. Service Type
PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt

#### **CERTIFICATION OF MAILING**

I, Joshun Baher, being over the age of twenty	-one years and
competent do affirm and say that I have mailed the Notice of	Removal, Notice of
Right to Cancel and the Notice of Revocation of Power of Attor	ney of RANDOLPH
MICHAEL RABBE AND LISA ANN RABBE to whom it may conce	rn on the date of
25 of Oxyober, 2016, at the following address:	

WELLS FARGO HOME MORTGAGE PO Box 10335 DES MOINES, IA 50306

by Certified Mail # <u>7014 /200 00000585 4483</u>, return receipt requested, postage pre-paid, using normal business procedures.

Name:

Joshua Baker

Address

6390 N Cosby Huz, KC, MO. 64151

#### **CERTIFICATE OF SERVICE**

(Proof of Mailing)

The undersigned, does hereby certify that it mailed a true and correct copy of the attached ACCEPTANCE OF OFFER AND SETTLEMENT by placing an original of same in a sealed envelope having sufficient postage prepaid thereon to ensure delivery by First Class Certified Mail, Receipt Number 1014 1200 0000 3865 1463 return receipt requested, and placed it in the United States Mail system to be sent to the Party and Address indicated on the attached mailing list.

Dated this 6 day of October, 2016 A.D.

Signed Jush 5 1

JOSHUA L BAKER
Notary Public-Notary Seal
State of Missouri, Clay County
Commission # 11363091
My Commission Expires Dec 15, 2019

From: Randolph Rabbe

Lisa Rabbe

3420 NW 62<sup>nd</sup> Terrace

Kansas City, Missouri state [64151]

To:

WELLS FARGO BANK, N.A.

PO Box 10335

Des Moines, IA 50306

Re:

Original Loan # 0314003583

Commonly Known Address: 5634-40 N Anita Ave, Kansas City, Missouri [64151]

Deed of Trust Record: #2011003401 Record Date 03/21/2011

## Notice of Right to Cancel

Notice to Agent is Notice to Principal Notice to Principal is Notice to Agent

Parties: Randolph Rabbe and Lisa Rabbe (Alleged Borrower(s) hereinafter Borrower(s)- and, WELLS FARGO BANK, N.A. & WELLS FARGO HOME MORTGAGE (Alleged Lender(s) – hereinafter Lender)

Date: September 29, 2016

Attention: WELLS FARGO BANK, N.A. & WELLS FARGO HOME MORTGAGE

This communication will serve as our <u>Notice of Right to Cancel</u> dated September 29, 2016. TILA (<u>Truth in Lending Act, 15 USC §1601 et seq; 12 CFR Part 226</u>) allows three (3) days to review Disclosure Documents. The referenced 'Three Day Right to Cancel' must have a trigger to begin. That trigger, is when the Lender has provided the Borrower with <u>ALL</u> of the required Disclosures under TILA, and that the same are true, complete, accurate, and timely provided.

Being as the entire purported loan/mortgage process and Deed of Trust referenced herein and throughout, was obtained by wrongful acts of fraud, fraudulent inducement, concealment, and fraudulent misrepresentation, the borrower has other recourse, right, and cause of action under numerous state and federal statutes. Acts of fraud taint/void everything it touches as the US Supreme Court has declared: "There is no question of the general doctrine that fraud vitiates the most solemn contracts, documents, and even judgments." (United States v. Throckmorton, 98 U.S. 61)

To this date, Lender has <u>never</u> provided Borrower with true, complete, accurate or timely documents as required. <u>ONLY AFTER</u> such provision has been done, can the '3 DAY RIGHT TO CANCEL' period begin. If the required full Disclosure(s) have not been provided, then the period in which to Cancel is extended for up to three (3) years, OR until Lender moves to foreclose.

The records thus far evidence, that **Borrower** has requested to cancel within the stipulated three year time period, while still waiting to receive all Truth-in-Lending disclosures as required by Federal Law, the same of which have never been received.

A close perusal/audit of Borrower's mortgage documents has revealed certain Disclosure Violations; and, that the Borrower has the remedial right and remedy (UCC 1-201 (32) (34)), inter alia, to invoke their Right of Rescission (ROR) as further evidenced by the original NOTICE OF RIGHT TO CANCEL. You will also please find Borrower's signed and dated NOTICE to the Lender(s), Successor(s) and Beneficiary as stated on the NOTICE OF RIGHT TO CANCEL, if provided in the loan package. If such Notice was not provided, this written Notice of communication is provided in lieu thereof.

After sufficient NOTICE has been given to Lender, the Lender is required by Federal Law to CANCEL any lien(s) and to CANCEL any security interest on the Borrower's home within twenty (20) days. The Lender must also return any money, interest, fee, and/or property to Borrower, as well as any money/funds given to any persons or other fiction in law/entity in connection with said transaction.

Notice of Right to Cancel Page 1 of 2

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In accordance with both State and Federal law or until the Lender complies, Borrower may retain the proceeds of the transaction. If it should be 'impractical' or 'unfair' for the Borrower to return the property when gross discrepancies, fraud, or other wrongful acts are discovered - then he/she/they may offer its 'Reasonable Value'.

In the event the Lender should fail or refuse to take possession of the property or return the borrower's money offer within twenty (20) days, **Borrower** may then regain/acquire all rights to clear title and re-conveyance under Federal Law and provisions of TILA.

Additionally, Borrower has the right to offer Lender a Reasonable Value. However, the penalty that a bank can face for violations of TILA and other State and Federal law can be as much as triple damages . . . i.e., triple the amount of the interest the bank stood to fraudulently make off of the mortgage/loan transaction. Therefore, the borrowers hereby in good faith make the following offer: Borrowers will forgive WELLS FARGO BANK, N.A. & WELLS FARGO HOME MORTGAGE. any liability incurred by its wrongful actions, provided WELLS FARGO BANK, N.A. & WELLS FARGO HOME MORTGAGE rightfully forgive Borrowers the full amount of mortgage/credit you fraudulently allege to have given. In addition, Borrowers make the one-time demand of \$250,000.00 for any loss, damage, and injury they have sustained; and, that WELLS FARGO BANK, N.A. & WELLS FARGO HOME MORTGAGE also remove all/any negative comments on Borrower's credit report attributed to this transaction.

Any default, failures, or non-compliance on the Lender's part to perform as herein directed within twenty (10) days of receipt shall constitute this Notice of Right to Cancel as valid and fully agreed/accepted pursuant to the terms and conditions as set forth herein and throughout.

Sincerely,

Without Prejudice, UCC 1-308

Without Recourse, Lisa Rabbe, Authorized Agent

5634-40 N Anita Ave LLC

KATHLEEN MYERS
Notary Public-Notary Seal
State of Missouri, Platte County
Commission # 14469843

My Commission Expires Oct 24, 2018

From: Randolph Rabbe Date: September 29, 2016

Lisa Rabbe

3420 NW 62nd Terrace

Kansas City, Missouri state [64151]

To: WELLS FARGO BANK, N.A.

PO BOX 10335

DES MOINES, IA 50335

"MERS" PO BOX 2026

FLINT, MI 48501-2026

Re: Original Loan # 0314003583

Commonly Known Address: 5634-40 N Anita Ave, Kansas City, Missouri [64151]

Deed of Trust Record: #2011003401- Record Date 03/21/2011

## NOTICE OF REMOVAL

To: All parties addressed above

TRUSTOR(S)/GRANTOR(S): Randolph Rabbe and Lisa Rabbe do hereby give reference to the Deed of Trust drawn and executed by Randolph Rabbe and Lisa Rabbe, as Trustor(s)/Grantor(s)/Creator(s) with further reference given to the following described real property situated in the County of Platte, State of Missouri, to wit:

ALL of Tract 3, as shown on Certificate of Survey recorded June 8, 2001 as Document No. 9831, Book C, Page 77, being all that part of Northwood Hills, Third Plat, a subdivision in Kansas City Platte County, Missouri, described as Follows: Commencing at the intersection of the North line of Northwood Hills, fifth Plat and the West right of way line of Northwood Road; thence N 89°29'30" W along the North line of said Northwood Hills 5th Plat a distance of 631.00 feet; thence S 52°19'03" W, a distance of 121.30 feet; thence S 00°46'09" W, a distance of 208.74 feet; thence S 89°29'43" E, a distance of 53.15 feet to the corner of a concrete foundation, said point also being the point of beginning of this tract; thence around the exterior of a concrete foundation as follows: thence S 89°29'56" E, a distance of 38.50 feet; thence N 00°30'14" E a distance of 78.00 feet to the point of beginning of this tract, All of the Appurtenant easements associated with Tract 3 in and to the common area of Northwood Hills, Third Plat and Northwood Hills, Fifth Plat, a subdivision in Kansas City, Platte County, Missouri, established by the Certificate of Survey recorded June 8, 2001 as Document No. 9831, Book C, Page 77, and by the Northwood Hills Town Homes Declaration of Covenants, Conditions and restrictions recorded June 8, 2001 as Document No. 9831 in book 947 at page 558.

The street address or other common designation, if any, of the real property described above is purported to be: 5634-40 N Anita Ave, Kansas City, Missouri [64151]

GRANTOR(S)/TRUSTOR(S): Randolph Rabbe and Lisa Rabbe by actual and constructive notice do hereby declare:

1. Effective immediately, the undersigned Randolph Rabbe and Lisa Rabbe forever removes/releases/discharges all: "Trustee(s), Successor Trustee(s), Substituted Trustee, Agent(s), Servicer(s), Assign(s), Transfer(s), known and unknown", including, WELLS FARGO BANK, N.A. & WELLS FARGO HOME MORTGAGE of P.O. BOX 10335 DES MOINES, IOWA 50306 and, MORTAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") PO BOX 2026, FLINT,

MICHIGAN 48501-2026 existing under the laws of Delaware; and, Thereby removing and terminating the same from any/all duties and forever barring/estopping the aforesaid from any further appointments or assignments originally granted or contained within the Deeds of Trusts concerned herein.

forever Randolph Rabbe Rabbe Lisa and undersigned 2. Effective immediately, the Revokes/Cancels/Voids/Rescinds any/all duties, appointments, or assignments originally granted by Revocation of Power of Attorney, Authority, or otherwise granted/granting, and/or signs/signatures, assigned/assigning to any party(ies) including the alleged lender and successors, known and unknown including but not limited to: WELLS FARGO BANK, N.A. & WELLS FARGO HOME MORTGAGE and MERS, addresses named above; Thereby removing and terminating the same from any/all duties and forever barring/estopping the aforesaid of any further appointments of any/all 'TRUSTEE(S)", "SUCCESSOR TRUSTEE(S)", "SUBSTITUTES", or "BENEFICIARY(S)".

#### LET IT BE KNOWN

All above named "Trustee, Successor Trustee(s), Beneficiary(s)", or Assigns, Substitutes, known or unknown in clauses 1 and 2 above, are hereby directed to immediately CEASE and DESIST any further actions through said appointments/assignments granted in or from Record Number: 2011003401- Record Date 03/21/2011. ANY such continued or further action by ANY of the above named parties may result in legal actions against them.

Be it further known, GRANTOR(S)/TRUSTOR(S): RANDOLPH RABBE and LISA RABBE do hereby QUITCLAIM all aforementioned duty(s) and benefit(s) of "Trustee" and "Beneficiary" regarding original Deed of Trust No. 2011003401, to: Randolph Rabbe and Lisa Rabbe (Trustees) of the "Rabbe Religious Family Heirs Trust".

## ACTUAL AND CONSTRUCTIVE NOTICE

All trustee(s), Successor Trustee(s), and Beneficiary(s) named in Deed of Trust as Trustor(s) date March 20, 2011, and recorded March 21, 2011 under Deed of Trust Instrument No. 2011003401- Are, hereby removed/released/dismissed of all duties, expressed or implied, effective immediately. The aforesaid trustee(s), Successor Trustee(s), and Beneficiary(s) are expressly directed to CEASE and DESIST any further duties/actions of said appointment(s), or assignment(s) including debt collections and any foreclosure actions under any number. Any continued actions of any nature against the property described above may result in legal actions being taken.

Without Prejudice, UCC 1-308 Without Prejudice, UCC 1-308 Lisa Rabbe, Authorized Agent Randolph Rabbe, Authorized Agent Without Recourse Without Recourse JURAT (or witnesses) State of Misson County of Platte Subscribed and sworn to (or affirmed) before me on this 4 day of Oct., 20/4, by andolph Ribbe & Lisa Ribbe proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. KATHLEEN MYERS Notary Public-Notary Seal State of Missouri, Platte County Commission # 14469843 My Commission Expires Oct 24, 2018

Sincerely,

FROM: Date: September 29, 2016

Mail all correspondence to: Randolph Rabbe & Lisa Rabbe 3420 NW 62nd Terrace Kansas City, Missouri state [64151]

TO:

WELLS FARGO BANK, N.A. PO BOX 10335 DES MONIES, IA 50306

"MERS" P.O. BOX 2026 Flint, Michigan 48501-2026

**RE:** Original Loan # 0314003583

Commonly Known Address: 5634-40 N Anita Ave, Kansas City, Missouri [64151]

Deed of Trust Record: #2011003401- Record Date 03/21/2011

# NOTICE OF REVOCATION OF POWER OF ATTORNEY

Randolph Rabbe and Lisa Rabbe DO HEREBY DECLARE:

That, due to the discovery of various elements of fraud, fraudulent inducement, fraudulent misrepresentation, entrapment, and nondisclosure resulting in the deprivation of our property by WELLS FARGO BANK, N.A. & WELLS FARGO HOME MORTGAGE and/or by any of its agents and/or assignees; and, after a recent review/audit and a close perusal of the purported Loan, Deed of Trust, and Security Agreement records - we, Randolph Rabbe and Lisa Rabbe do hereby refuse to knowingly accept, or otherwise participate in ANY part of fraud and other wrongful actions involving the purported Promissory Note/Security Instrument/Deed of Trust; and, further do hereby revoke, rescind, and terminate all our signatures relating to any/all said deeds, notes, and agreements from their inception.

**Furthermore**, we, Randolph Rabbe and Lisa Rabbe, do hereby revoke, terminate, and rescind all Powers of Attorney, in fact or otherwise, previously assigned by me, implied in law, by trust or otherwise, with or without my consent and/or knowledge, as such pertains to any property, real or personal, promissory note, deed of trust and mortgage signed on the date of March 17, 2011 or otherwise, under Deed of Trust Record #2011003401 and Recorded 03/21/2011, involving the property specifically addressed and identified as 5634-40 N Anita Ave, Kansas City, Missouri 51[64151].

Without Prejudice, UCC 1-308	Without Prejudice, UCC 1-308	
By: hithout Recours - Randolph Rabbe, Authorized Agent	By: Lisa Rabbe, Authorized Agent	
Without Recourse	Without Recourse	
	,	
JURAT		
State of Missouri County of Platle		
Subscribed and sworn to (or affirmed) before me on this 4 day of Oct., 2016, by Rendelph Rathe + Line Rabbe, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.		
Signature Kathlen hyers	(seal)  KATHLEEN MYERS  Notary Public-Notary Seal  State of Missouri, Platte County  Commission # 14469843  My Commission Expires Oct 24, 2018	